IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

TUESDAY, THE SECOND DAY OF NOVEMBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE A.GOPAL REDDY

WRIT PETITION NO : 17714 of 2004

Between:

The Munuswamy Nagar Vaddera Labour Contract Co-operative

Soceity Limited, Guntur, Rep. by its President. V. Venkateswarlu.

..... PETITIONER

AND

1 The Government of Andhra Pradesh, Public Health and Municipal

Engineering Department, Secretariat, Hyderabad. Rep. by its Principal

Secretary.
2 The Superintendent Engineer, Public Health, Special Circle,
Court Compound, Guntur.

.....RESPONDENTS

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court may be pleased to issue a Writ, Order or direction, more particularly one in the nature of Writ of Mandamus, declaring the Letter No. 1259/NRT/Mpty/C.CDrains & Roads/D3/2004, dated 23-07-2004, issued by the 2nd respondent as illegal and arbitrary and consequently direct the 2nd respondent to return the EMD an amount of Rs. 38,500/- to the Petitioner society with all other consequential benefits.

Counsel for the Petitioner:MR.CHALLA SIVASANKAR

Counsel for the Respondents: GP FOR MUNCIPAL ADMN. & URBAN DEV.

The Court at the admission stage made the following ORDER:

The second respondent, through the impugned letter No.1259/NRT/Mpty/C.C Drains & Roads/D3/2004, dated 23.07.2004, informed the petitioner-Society that the D.D furnished by it for Rs.38,500/- towards bid security was forfeited on the ground that it had not tendered for the work after buying the tender schedule. Challenging the said letter, the petitioner-Society filed this writ petition.

Learned counsel for the petitioner contends that as the second respondent failed to fix proper rates to the work mentioned, the petitioner-Society could not submit the tender schedule and therefore, the EMD deposited by the petitioner-Society is liable to be refunded.

From a perusal of impugned letter, it is explicit that as per Clause 3.8, Section-I, Vol. 1 of bid documents, the contractor has to tender for the work after buying the tender schedule, failing which his EMD shall be forfeited. In the present case, as the petitioner-Society failed to tender for the work, after buying the tender schedule, the second respondent through the impugned letter forfeited the E.M.D. of Rs.38,500/- furnished by it. I find no infirmity or illegality in the letter impugned, warranting interference of this Court, in exercise of its jurisdiction under Article226 of the Constitution of India. Petitioner is at liberty to approach the civil Court for due recovery of the same, if advised.

The writ petition is accordingly dismissed. No order as to costs.

02.11.2004

ksld

To

1 The Principal Secretary, Government of Andhra Pradesh, Public Health and Municipal

Engineering Department, Secretariat, Hyderabad.
2 The Superintendent Engineer, Public Health, Special Circle,
Court Compound, Guntur.

3 Two CCs. to the G.P. for Municipal Administration and Rural

Development, High Court of A.P. (OUT).

4 Two CD copies.